

## **GENERAL SETTLEMENT AND RELEASE AGREEMENT**

THIS AGREEMENT (the “Release Agreement”) is made by and between Utz Quality Foods, Inc. (“Utz”) and Jason Swiger and Julio Cruz (“FLSA Class Representatives”).

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Utz and FLSA Class Representatives (referred to together as the “Parties”) as follows:

1. Release of Claims. Except as provided below, FLSA Class Representatives hereby fully waive, discharge, and release any and all claims relating to or arising out of their employment with Utz, of whatever nature, known or unknown, that they may have against Utz, its parent, subsidiary and affiliated companies, and in the case of all such entities, their respective past and present officers, directors, employees, agents, predecessors, shareholders, partners, successors, assigns, heirs, executors and administrators (collectively referred to as the “Utz Released Parties”) as a result of actions or omissions occurring through the date FLSA Class Representatives execute this Release Agreement, subject to the provisions set forth below. Specifically included in this waiver and release are any and all claims of alleged employment discrimination, any and all claims for unpaid wages or unpaid overtime compensation pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., and/or any other federal, state, or local statute, common law, or regulation, including, but not limited to the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, et seq. (“ERISA”). FLSA Class Representatives understand that this release includes, but is not limited to all claims that were asserted or could have been asserted in the Civil Action, including all collective or class claims. FLSA Class Representatives further understand that this release includes all claims relating to or arising out of the same transaction, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Action, and any claims challenging the practices that gave rise to the claims asserted in the Civil Action. FLSA Class Representatives further understand that this release includes all claims that relate to their employment with Utz, including without limitations claims that were asserted or could have been asserted in the Civil Action, including all claims for monetary damages, compensatory damages, punitive damages, front pay, back pay, liquidated damages, penalties, and all forms of injunctive, declaratory or equitable relief, and costs and attorneys’ fees, whether arising under any federal, state, local or common laws or regulations.

2. In consideration for signing this Release Agreement and the fulfillment of the promises herein, FLSA Class Representatives understand that within the time period provided in the Class Action Settlement Agreement, Utz will pay them each the gross sum of Fifteen Thousand Dollars (\$15,000.00). An IRS form 1099-Misc. shall be issued to each of them reflecting this payment. FLSA Class Representatives expressly acknowledge and warrant that they are, and shall be, responsible for all federal, state, and local tax liabilities that may result from the payments described in this paragraph 2, and FLSA Class Representatives hereby warrant that the Utz Released Parties shall bear no responsibility for any such tax liabilities.

3. This Release Agreement together with the Class Action Settlement Agreement constitutes the entire agreement between the Parties regarding the subject matter therein. No amendment, modification, change, or alteration of this Release Agreement shall be valid or binding unless signed by FLSA Class Representatives and Utz. The Class Action Settlement Agreement cannot be amended, changed, altered, or modified except in accordance with the Class Action Settlement Agreement.

4. The settlement reflected in the Class Action Settlement Agreement and this General Settlement and Release Agreement shall not in any way be construed as an admission by the Utz Released Parties of any liability or acts of wrongdoing, which liability and responsibility for damages are specifically denied.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS AND THAT I EXECUTE THIS RELEASE KNOWINGLY AND VOLUNTARILY:

Dated: \_\_\_\_\_ JASON SWIGER

\_\_\_\_\_

Dated: \_\_\_\_\_ JULIO CRUZ

\_\_\_\_\_

Dated: \_\_\_\_\_ UTZ QUALITY FOODS, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **GENERAL SETTLEMENT AND RELEASE AGREEMENT**

THIS AGREEMENT (the “Release Agreement”) is made by and between Utz Quality Foods, Inc. (“Utz”), Julia Williams, Tom Holt, and Nicholas DeRose (“Rule 23 Class Representatives”).

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Utz and Rule 23 Class Representatives (referred to together as the “Parties”) as follows:

1. Release of Claims. Except as provided below, Rule 23 Class Representatives hereby fully waive, discharge, and release any and all claims relating to or arising out of their employment with Utz, of whatever nature, known or unknown, that they may have against Utz, its parent, subsidiary and affiliated companies, and in the case of all such entities, their respective past and present officers, directors, employees, agents, predecessors, shareholders, partners, successors, assigns, heirs, executors and administrators (collectively referred to as the “Utz Released Parties”) as a result of actions or omissions occurring through the date Rule 23 Class Representatives execute this Release Agreement, subject to the provisions set forth below. Specifically included in this waiver and release are any and all claims of alleged employment discrimination, any and all claims for unpaid wages or unpaid overtime compensation pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., and/or any other federal, state, or local statute, common law, or regulation, including, but not limited to the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, et seq. (“ERISA”). Rule 23 Class Representatives understand that this release includes, but is not limited to all claims that were asserted or could have been asserted in the Civil Action, including all collective or class claims. Rule 23 Class Representatives further understand that this release includes all claims relating to or arising out of the same transaction, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Action, and any claims challenging the practices that gave rise to the claims asserted in the Civil Action. Rule 23 Class Representatives further understand that this release includes all claims that relate to their employment with Utz, including without limitations claims that were asserted or could have been asserted in the Civil Action, including all claims for monetary damages, compensatory damages, punitive damages, front pay, back pay, liquidated damages, penalties, and all forms of injunctive, declaratory or equitable relief, and costs and attorneys’ fees, whether arising under any federal, state, local or common laws or regulations.

2. In consideration for signing this Release Agreement and the fulfillment of the promises herein, Rule 23 Class Representatives understand that within the time period provided in the Class Action Settlement Agreement, Utz will pay them each the gross sum of Five Hundred Dollars (\$500.00). An IRS form 1099-Misc. shall be issued to each of them reflecting this payment. Rule 23 Class Representatives expressly acknowledge and warrant that they are, and shall be, responsible for all federal, state, and local tax liabilities that may result from the payments described in this paragraph 2, and Rule 23 Class Representatives hereby warrant that the Utz Released Parties shall bear no responsibility for any such tax liabilities.

3. This Release Agreement together with the Class Action Settlement Agreement constitutes the entire agreement between the Parties regarding the subject matter therein. No amendment, modification, change, or alteration of this Release Agreement shall be valid or binding unless signed by Rule 23 Class Representatives and Utz. The Class Action Settlement Agreement cannot be amended, changed, altered, or modified except in accordance with the Class Action Settlement Agreement.

4. The settlement reflected in the Class Action Settlement Agreement and this General Settlement and Release Agreement shall not in any way be construed as an admission by the Utz Released Parties of any liability or acts of wrongdoing, which liability and responsibility for damages are specifically denied.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS AND THAT I EXECUTE THIS RELEASE KNOWINGLY AND VOLUNTARILY:

Dated: \_\_\_\_\_

JULIA WILLIAMS  
Maryland Rule 23 Class Representative

\_\_\_\_\_

Dated: \_\_\_\_\_

TOM HOLT  
North Carolina Rule 23 Class Representative

\_\_\_\_\_

Dated: \_\_\_\_\_

NICHOLAS DEROSE  
New Jersey Rule 23 Class Representative

\_\_\_\_\_

Dated: \_\_\_\_\_

UTZ QUALITY FOODS, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **GENERAL SETTLEMENT AND RELEASE AGREEMENT**

THIS AGREEMENT (the “Release Agreement”) is made by and between Utz Quality Foods, Inc. (“Utz”), and Jamie Wallet, Steven Cosentine, Anthony Biondino, Charles Shakal, and Jeremy Weaver (“Discovery Class Representatives”).

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Utz and Discovery Class Representatives (referred to together as the “Parties”) as follows:

1. Release of Claims. Except as provided below, Discovery Class Representatives hereby fully waive, discharge, and release any and all claims relating to or arising out of their employment with Utz, of whatever nature, known or unknown, that they may have against Utz, its parent, subsidiary and affiliated companies, and in the case of all such entities, their respective past and present officers, directors, employees, agents, predecessors, shareholders, partners, successors, assigns, heirs, executors and administrators (collectively referred to as the “Utz Released Parties”) as a result of actions or omissions occurring through the date Discovery Class Representatives execute this Release Agreement, subject to the provisions set forth below. Specifically included in this waiver and release are any and all claims of alleged employment discrimination, any and all claims for unpaid wages or unpaid overtime compensation pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., and/or any other federal, state, or local statute, common law, or regulation, including, but not limited to the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, et seq. (“ERISA”). Discovery Class Representatives understand that this release includes, but is not limited to all claims that were asserted or could have been asserted in the Civil Action, including all collective or class claims. Discovery Class Representatives further understand that this release includes all claims relating to or arising out of the same transaction, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Action, and any claims challenging the practices that gave rise to the claims asserted in the Civil Action. Discovery Class Representatives further understand that this release includes all claims that relate to their employment with Utz, including without limitations claims that were asserted or could have been asserted in the Civil Action, including all claims for monetary damages, compensatory damages, punitive damages, front pay, back pay, liquidated damages, penalties, and all forms of injunctive, declaratory or equitable relief, and costs and attorneys’ fees, whether arising under any federal, state, local or common laws or regulations.

2. In consideration for signing this Release Agreement and the fulfillment of the promises herein, Discovery Class Representatives understand that within the time period provided in the Class Action Settlement Agreement, Utz will pay them each the gross sum as follows: Four Hundred Fifty Dollars (\$450.00) to Anthony Biondino, Charles Shakal, and Jeremy Weaver and Five Hundred Dollars (\$500.00) to Jamie Wallet and Steven Cosentine. An IRS form 1099-Misc. shall be issued to each of them reflecting this payment. Discovery Class Representatives expressly acknowledge and warrant that they are, and shall be, responsible for all federal, state, and local tax liabilities that may result from the payments described in this paragraph 2, and Discovery Class Representatives hereby warrant that the Utz Released Parties shall bear no responsibility for any such tax liabilities.

3. This Release Agreement together with the Class Action Settlement Agreement constitutes the entire agreement between the Parties regarding the subject matter therein. No amendment, modification, change, or alteration of this Release Agreement shall be valid or binding unless signed by Discovery Class Representatives and Utz. The Class Action Settlement Agreement cannot be amended, changed, altered, or modified except in accordance with the Class Action Settlement Agreement.

4. The settlement reflected in the Class Action Settlement Agreement and this General Settlement and Release Agreement shall not in any way be construed as an admission by the Utz Released Parties of any liability or acts of wrongdoing, which liability and responsibility for damages are specifically denied.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS AND THAT I EXECUTE THIS RELEASE KNOWINGLY AND VOLUNTARILY:

Dated: \_\_\_\_\_ JAMIE WALLET

\_\_\_\_\_

Dated: \_\_\_\_\_ STEVEN COSENTINE

\_\_\_\_\_



Dated: \_\_\_\_\_ ANTHONY BIONDINO

\_\_\_\_\_

Dated: \_\_\_\_\_ CHARLES SHAKAL

\_\_\_\_\_

Dated: \_\_\_\_\_ JEREMY WEAVER

\_\_\_\_\_

Dated: \_\_\_\_\_ UTZ QUALITY FOODS, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_